

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.04-184
SEASONAL REQUIREMENTS FOR
AGRICULTURAL TRACTOR SERVICES FOR SNOW REMOVAL

DATE: December 13, 2004

CONTRACT PERIOD: Beginning around Nov. 15,2004
& Ending around March 15,2005

CONTRACTOR: Clark Boesiger
6372 South 25th Road
Cortland, NE 68331

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Clark Boesiger
Telephone No.: 402-798-7374
Cell No.: 402/560-4718

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

Per Contract & Specifications 2004-2005

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/c04184cb

EO#71846
Dated 11/29/04

SNOW REMOVAL AGREEMENT
(AGRICULTURAL TRACTOR)

THIS AGREEMENT, made this 13 th day of September, 2004 by and between Boesiger Feed & Farms, hereinafter referred to as Contractor, and CITY OF LINCOLN, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City has full responsibility and control over all City streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish snow removal in a timely manner, it is then necessary to acquire additional resources for the purpose of snow removal from City streets.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform snow removal services for the City.

NOW, THEREFORE, WITNESSETH that:

1. The contractor hereby agrees to perform snow removal services as hereinafter set forth during the 2004-05 winter season beginning on or about November 15, 2004 and ending on or about March 15, 2005. The Contractor's equipment shall be available November 1st through November 15th for mounting of plows. At the conclusion of the snow period the Contractor's equipment shall be available from March 15th through March 31st for dismounting of plows. Tractors, after plows are mounted, must be housed at the Baldwin Street, South Street, or 901 N. 6th Street facility, whichever district they are assigned to for the winter season, unless otherwise approved by the Director of Public Works or his designated representative.
2. The Contractor shall furnish agricultural tractor(s) for such purpose that meet or exceed the following specifications:
 - 2.1 ENGINE: Minimum four cylinder, diesel powered, 300 cu. in. minimum displacement.
 - 2.2 HORSEPOWER: 85 minimum drawbar.
 - 2.3 HYDRAULICS: Separate high pressure units (circuits) for linkage and remote outlets. Dual spools.
 - 2.4 CAB: Fully enclosed cab with heater, defrosters and windshield wipers.
 - 2.5 LIGHTS: All lights required by FMVSS 108.
 - 2.6 WHEELBASE: Not less than 80 inches nor more than 110 inches.
 - 2.7 FRONT AXLE: Wide type with front wheels spaced not closer than 48 inches, inside to inside.
 - 2.8 REAR WHEELS: Single, no more than 8 feet total width (out/out). Dual rear wheels are not acceptable.
 - 2.9 STEERING: Power assisted.
 - 2.10 Tractor must be capable of carrying a 10 ft. straight rail frame snowplow.
 - 2.11 FUEL TANK: Minimum 20 U.S. gallons capacity.
 - 2.12 WEIGHT: Not less than 8,000 pounds.
3. The Contractor shall provide general liability insurance in the amount of \$1,000,000.00 combined single limit for property damage and personal injury.
 - 3.1 Invoice from insurance carrier shall be sent to the City for payment.
 - 3.2 The invoice must show the time duration of the policy, including

- the policy's starting and ending date, and list the City of Lincoln as "additional insured".
- 3.2 The policy shall insure the City from any and all demands, claims, causes of action, either at law or in equity, resulting from the use of said equipment.
 - 3.3 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action, either at law or in equity arising out of performance of snow removal services.
 - 3.4 The contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
 - 3.5 The Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.
4. The Contractor shall be responsible for all lubricants, repair and maintenance of the tractor. The facility and tools for the repair and maintenance of his tractor shall be provided by the Contractor. No hourly rate of payment shall be made to the Contractor for his maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.
 5. The City will provide fuel for plowing operations.
 - 5.1 The Contractor will be responsible for full fuel tanks at the beginning of each snow plowing operation.
 - 5.2 The City will provide refueling during operations and ensure full tanks are provided at completion of snow plowing operations.
 6. The Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City for any purpose.
 - 6.1 The Contractor shall be responsible for providing qualified operator(s) for the tractor.
 - 6.2 The Contractor shall employ sufficient operator(s) to provide for continuous around-the-clock operation.
 - 6.3 Any such operator shall be at least twenty-one (21) years of age, shall hold a valid Nebraska Motor Vehicle Operator's license, and shall be skilled in the operation of the Contractor's tractor for snow plowing purposes.
 7. The City shall provide training for snow plowing and snowplow operations to the Contractor's operators, if needed.
 - 7.1 No compensation will be made to the Contractor or his operators for such training.
 8. The contractor shall respond within six (6) hours after being called by the Director of Public Works or his designated representative for the purpose of plowing snow from City streets in accordance with the City of Lincoln Ice and Snow Control Plan.
 9. The Contractor shall notify the City of Lincoln of any mechanical failure to the tractor that prevents its use for snow plowing. As soon as the mechanical failure is repaired, the Contractor shall notify the City that the tractor is again available.

10. The City shall furnish tire chains and a 10 ft. wide, 40 inch high front-mount, hydraulically operated snowplow for installation on the Contractor's tractor.
 - 10.1 The City shall make the initial installation of the snowplow on the Contractor's tractor using the existing implement mountings provided by the manufacturer.
 - 10.2 The City will not modify the Contractor's tractor without the express written consent of the Contractor.
 - 10.3 If the Contractor chooses to purchase a new tractor, or trade his existing tractor, necessitating extensive adjustment for the remounting of the snowplow, adjusting the tire chains, etc. on a different tractor, the City reserves the right to examine the cost benefit for the remaining term of this contract. If the Contractor has not used his guaranteed hours of utilization, the remaining time of the contract will be prorated and subtracted from the guaranteed hours of utilization.
 - 10.4 After completion of each snow plowing operation, the Contractor shall deliver the tractor with mounted snowplow to the Public Works Maintenance Shop, 901 N. 6th Street, for inspection and any necessary repair to the snowplow or tire chains before the City places said tractor in storage.
 - 10.5 The City will dismount the plow and remove the tire chains only between March 16 and March 31, 2005.
 - 10.6 The City shall perform all repair and maintenance of the snowplow attachment and tire chains.
 - 10.6.1 In the event of mechanical failure to the snowplow during operation it shall be at the option of the City whether to make field repairs or to instruct the Contractor to deliver the snowplow to the City's shop.
11. The City will provide to the Contractor assigned district(s) for snow plowing, including maps showing the district boundaries and the streets within the districts.
 - 11.1 Two contractor's tractors may be assigned to districts and they will be expected to work together as a team.
 - 11.2 Upon completion of snow removal within contractor's assigned district, contractor shall report to the assigned district shop for reassignment or release by the district supervisor.
12. Upon approval of the contract, the City will provide the Contractor a lump sum of \$600.00 to cover the cost of providing the insurance and any other fixed costs associated with accomplishing snow removal which includes the cost of the one hour at the beginning of the winter season and the one hour at the end of the contract season for mounting and dismounting of the plow. In addition, the Contractor shall be paid an hourly rate of \$ 54.00 for all hours while the Contractor is plowing snow.
 - 12.1 Payment will not be made for time spent in travel to or from the City by the Contractor.
 - 12.2 A payment for total guarantee of thirty (30) hours utilization for the duration of this contract season, to be balanced at the end of the season.
 - 12.3 The City will authorize the use of the equipment for each successive storm emergency, and any work not authorized by the

Director of Public Works or his designated representative shall not be approved for payment nor will any liability for payment be asserted by the contractor.

This Agreement may not be assigned by the Contractor without the written authorization of the City. Time is of the essence in the performance for snow removal services, and this Agreement may be terminated at the City's option if the Contractor fails to timely perform such services. Dated this _____ day of _____, 2004.

ATTEST:

CITY OF LINCOLN

City Clerk

Mayor

CONTRACTOR

(Signature)

Tractor Make _____ Model _____

Was this tractor previously contracted to the City of Lincoln for snow removal? yes _____ no _____

Indicate your preference for assigned plowing district:

_____ 901 No. 6th St.
_____ 3200 Baldwin Ave.
_____ 3180 South St.
_____ No Preference

Contract Renewal is an Option: _____ Yes
_____ No

**PROPOSAL
SPECIFICATION NO. 04-184**

**BID OPENING TIME: 12:00 NOON
DATE: July 28, 2004**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE SEASONAL REQUIREMENTS FOR:
AGRICULTURAL TRACTOR SERVICES
FOR SNOW REMOVAL**

BIDDING SCHEDULE

LUMP SUM TO COMPENSATE FOR INITIAL TRAINING FOR SNOWPLOWING AND SNOWFLOW OPERATIONS, COST OF GENERAL LIABILITY INSURANCE, WORKER'S COMPENSATION INSURANCE AND OTHER MISCELLANEOUS FIXED EXPENSES NOT TO EXCEED \$600.00. INVOICE FROM INSURANCE COMPANY MUST BE RECEIVED BY THE CITY'S PUBLIC WORKS DEPARTMENT AT 901 N. 6TH STREET FACILITY.

1. HOURLY RATE TO COMPENSATE FOR ACTUAL SNOWPLOWING SERVICES: \$54.00 HR.
2. TRACTOR MAKE IHC MODEL 5488 YEAR 91
FWD
3. Was this tractor previously contracted to the City of Lincoln for snow removal? YES X YEAR(S) 5.
NO
4. Indicate your preference for assigned plowing district:
☒ 901 N. 6th Street
☐ 3200 Baldwin Avenue
☒ 3180 South Street
☐ No preference

NOTE: The City of Lincoln will make every effort to honor your district preference, but reserves the right to assign districts according to need.

5. Contract Renewal is an option: X Yes No

BIDDER'S NOTE: IF MORE THAN ONE TRACTOR IS TO USED FOR SNOW REMOVAL, SUBMIT A SEPARATE BID PROPOSAL FOR EACH ADDITIONAL TRACTOR.

BID SECURITY REQUIRED:

Yes Amount:
No X

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____ YES ☒ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. 04-184

Boesiger Feed & Farms Inc
COMPANY NAME

6372 S 25th Rd
STREET ADDRESS or P.O. BOX

Cortland NE 68331
CITY, STATE ZIP CODE

402-798-1374
TELEPHONE Cell 560-4718

47-0574565
EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

Clark Boesiger
BY (Signature)

Clark Boesiger
(Print Name)

Pres.
(Title)

7-22-04
(Date)

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.